aid his prosecution, and that any statutory protection short of *absolute immunity from prosecution* is insufficient. Modifying *People ex rel. Hackley* v. *Kelly*, 24 N. Y. 74. Following *Counselman* v. *Hitchcock*, 142 U. S. 547. Citing further *Smith* v. *Smith*, 116 N. C. 386, 21 S. E. 196; *Ex parte Cohen*, 104 Cal. 524, 38 Pac. 364, 26 L. R. A. 423, 43 Am. St. Rep. 127; *Ex parte Arnot Carter*, 166 Mo. 604, 66 S. W. 540, 57 L. R. A. 654; *Miskimins* v. *Shaver* (Wyo.), 58 Pac. 411, 49 L. R. A. 831.

See, also, *Emery's Case*, 107 Mass. 172, 9 Am. Rep. 22. See, also, *People ex rel. Levisohn*, N. Y. Law Journal, Oct. 29, 1903, and *People* v. *Dupounce* (Mich.), 94 N. W. 388.

FRATERNAL INSURANCE — CERTIFICATES — INCONTESTABLE CLAUSE — CONSTRUCTION—ESTOPPEL—LOSS OF GOOD STANDING—WHAT CONSTITUTES—SUICIDE—CONFORMITY TO LAWS OF ORDER—CONSTRUCTION.—In an action on a life insurance policy, where the defense is suicide, the presumption, in the absence of evidence on the subject, is that insured was sane when he committed the deed.

A clause in a fraternal certificate of life insurance that it is to be incontestable after a certain date from the issuance of the policy is to be liberally construed in favor of the insured.

A provision in the constitution of a fraternal insurance society that a certificate issued to a member shall be incontestable after a certain date from the issuance of the policy, provided that the member continue in good standing and fully comply with the laws and rules of the association, and that all dues and assessments be paid as required, estops the society from contesting the certificate on the ground of suicide of the member, which, under another clause of the constitution, is declared to avoid the certificate.

A provision in the constitution of a fraternal insurance society, that if the member "continue in good standing" the certificate shall be incontestable after a certain date from the issuance thereof, refers to such good standing as exists up to the time of death, and hence suicide, though elsewhere declared to avoid the certificate, does not involve loss of good standing.

Where the constitution of a fraternal insurance society provides for a trial and conviction to establish loss of good standing, the commission of suicide by a member, which is elsewhere forbidden by the constitution, does not involve loss of good standing within the meaning of a clause providing that the certificate should be incontestable after a certain date, the member continuing in good standing.

Where the constitution of a fraternal insurance society provides for a forfeiture of certificates, in one clause, through a loss of good standing, to be determined by trial and conviction, and in another clause by suicide, the distinct enumeration of the two causes of forfeiture indicates that the latter was not intended to be included in the former, and hence a clause making the certificate incontestable where the member was in good standing is available to the beneficiary of a member who committed suicide.

A fraternal insurance contract provided that the certificate should be void if the member should die in consequence of the violation or attempted violation

of the laws of any state or territory. *Held*, that suicide is not a crime under the statutes of this state.

One who actually accomplishes the commission of suicide is not guilty of an attempt to commit suicide. *Royal Circle* v. *Achterrath* (Ill.), 68 N. E. 492.

The opinion in this case will repay careful perusal by all who are interested in proving that a clause of forfeiture in an insurance benefit certificate is void in the event of the happening of the contingency provided against. We note the case for their benefit.

PERSONAL REPRESENTATIVES—DOMESTIC AND FOREIGN ADMINISTRATORS—PAYMENTS TO.—A savings bank is protected in paying moneys to a foreign administrator of the depositor's estate, on presentation of a certified copy of his letters and the passbook, as against a subsequent claim to the moneys by a domestic administrator of the same estate.

This is so, notwithstanding the administrator appointed in this state had received his letters before the money was paid, but had neglected for several months thereafter to make demand at the bank or to notify it of his appointment.

The record of appointment in the surrogate's office does not, in such a case, amount to constructive notice thereof to the bank. *Maas* v. *German Savings Bank* (Ct. App. N. Y.), 30 New York Law Journal, 707.

Per Haight, J.:

"The succession to, and the distribution of, the estate of an intestate is governed by the law of the domicile, and where an administrator has been appointed and has properly qualified in the state of the domicile, he is vested with power to receive payment of the debts owing to the intestate, and to take possession of the assets and give proper acquittances therefor wherever the debtors or the holders of the assets may be, within or without the state. But where the debtor or the holder of the assets is in a foreign jurisdiction and the debts are not paid or the assets surrendered to the administrator of the place of the domicile of the decedent, the courts of the foreign jurisdiction will not enforce the recovery of such debts or assets until the administrator has procured ancillary letters or a new administrator has been appointed under the laws of the place where the debts exist or the assets may be. (*Matter of Prout*, 128 N. Y. 70-74; *Parsons* v. *Lyman*, 20 N. Y. 103; *Petersen* v. *Chemical Bank*, 32 N. Y. 21; *Matter of Estate of Butler*, 38 N. Y. 397; *Despard* v. *Churchill*, 53 N. Y. 192; *Matter of Hughes*, 95 N. Y. 55; *Vroom, Administratrix* v. *Van Horne*, 10 Paige's Ch. 549; *Appeal of Gray, Jr.*, 116 Pa. St. 256-262; *Wilkins* v. *Ellett*, 9 Wall. 740; *Wilkins* v. *Ellett*, 108 U. S. 256; *Matter of Election of Cape May, &c.*, 51 N. J. Law, 78-82; *Schluter* v. *Bowery Savings Bank*, 117 N. Y. 125). In the latter case, Earl, J., in answering the claim that the administrator derived his authority from the State of New Jersey, and that a payment could not legally be made to him, says: 'Payment to the personal representative is good, because at the death of the intestate he becomes entitled to all his personal property wherever situated, and having the legal title thereto, he can demand payment of choses in action; and a payment to him made anywhere, in the absence of any conflicting claim existing at the time, is valid. It is true that if the defendant had de-